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ABSTRACT

To provide parents with basic information on teacher collective bargaining, this publication discusses collective bargaining processes, legislation, and problems, and the role of parents and parent-teacher associations (PTAs) in the situation. The document first describes the steps in collective bargaining, including preparations for negotiations, makeup of the negotiation teams, negotiating sessions, impasses and arbitration, and scope of bargaining. State and federal legislation on teacher collective bargaining is then reviewed. The next two parts examine possible PTA policies on collective bargaining and raise questions about parent and public participation in the bargaining process. The document then ponders the effects of collective bargaining on educational quality and costs. The last two parts review ways that PTAs can get involved in collective bargaining and describe ways that PTAs have gotten involved in California, Florida, Nevada, New Jersey, New York, Pennsylvania, Rhode Island, Washington State, and Wisconsin. Four appendices provide the national PTA organization's position on teacher collective bargaining, further resources and references, a glossary of bargaining terms, and a checklist on parents' role in teacher bargaining. (Author/RW)

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The Role of Collective Bargaining in Public Education

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Foreword

During the sixties and seventies the teachers of this country began to discover that through collective bargaining they could achieve goals they had long envisioned. Among these goals were higher salaries, greater benefits, and improved working conditions.

As collective bargaining in education spread, parents began to see, if not entirely understand, how collective bargaining had come to influence their lives and the lives of their children. Negotiations, parents realized, influenced events in the classroom; determined to a degree *who* controls the schools; and affected the overall cost of education.

Parents wanted to know more about collective bargaining in education, but most of the materials available on the subject were written for school boards, school administrators, and teachers — not for parents. In order to provide parents with the basic information they need to understand the dynamic role that collective bargaining plays in the world of education, the National PTA has prepared the following paper.

The paper sets forth facts for parents to consider as they formulate opinions of their own. In no way does it define or in any way delineate a "PTA position" on the issues that arise in the collective bargaining process.

This paper addresses itself only to the role of *teacher* negotiations and their impact on public education. However, it should be kept in mind that collective bargaining by other school employees — personnel in the school office, custodians, lunchroom personnel, etc. — also has an impact on education costs, administration of the schools, and other aspects of public education.

A simple working definition of collective bargaining (sometimes called collective negotiations) might be as follows: Collective bargaining is a process whereby representatives of management and labor meet to reach a mutually acceptable agreement concerning wages, hours, and conditions of work, with the written agreement signed by both parties constituting a contract.

The collective bargaining movement in education started about 17 years ago, when teachers began to do what other workers had been doing for years — they began to organize. Previously, teachers had always negotiated on a one-to-one basis with the school board. In these one-to-one encounters, however, they didn't always improve their salaries and working conditions. At the same time, though, teachers could see other workers winning benefits and protections that they too wanted, and so they began to adopt the tactics and strategies used by these workers.

Once it began, the movement toward collective bargaining agreements in public education developed dramatically. Before 1962, there wasn't a single collective bargaining agreement in the nation's 10,000 school districts. Today, nearly 60 percent of all teachers are covered by contracts negotiated for them by their agents or representatives.

The two national teachers' organizations are the National Education Association (organized in 1857) and the American Federation of Teachers (chartered by the American Federation of Labor in 1916).

There are approximately 3 million teachers in public and private schools throughout the United States. As of 1977, about 1,600,000 of them belong to the NEA. Another 470,000 belong to the AFT.

Before we go any further, let's take a look at how the collective bargaining process operates in public education and, at the same time, define some important terms.

If collective bargaining is to take place, the school board (the employer) must agree or may be required by statute to accept some individual group or organization as the authorized representative of two or more members of the professional staff (employees) for the purpose of negotiating conditions of employment.

This action by the school board is called *recognition;* that is, the school board *recognizes* that the teachers' organization represents the teachers.

Either a state legislature or a local school board may authorize that the teachers be represented. Once the decision is made, it must be determined whether the teachers wish to be represented by a single organization and, if so, what organization will represent them. In most school districts only one organization will be seeking representation rights.

Where a majority of the teachers in the school district are members of an organization seeking representation rights, and no other organization makes a competing claim, the NEA and the AFT may agree that the majority organization should be granted *exclusive recognition* rights. In those instances where the claim to majority representation is challenged, the exclusive bargaining representative is chosen through either an election or other designation by the majority of the employees in the bargaining unit.

Exclusive representation means that the bargaining agent recognized by the employer is the sole representative of employees within a defined category.

Many school boards use membership lists as the basis for recognizing teachers' organizations. In cases when more than one organization represents the teachers in a district, a proportional committee is established on the basis of organizational membership.

In a *union shop,* all employees are required by the collective agreement to become members of the union within a specified time after they are hired (typically 30 days) and to remain members of the union as a condition of continued employment.

In a *modified union shop,* certain employees may be exempted from the requirement to belong to a union — those, for example, who were already employed at the time the provision was negotiated and had not yet joined the union.

In an *agency shop,* all employees in the negotiating unit who do not join the exclusive representative are required by the collective agreement to pay a fixed amount monthly — usually the equivalent of organization dues — as a condition of employment.

Dues checkoff is the procedure whereby the employer, by agreement with the employee organization, regularly withholds organization dues from employees' salary payments and transmits these funds to the organization.

Preparation for Negotiations

For the teachers, the leaders of their organization ask the membership and various committees to submit suggestions for proposals to be submitted to the school board for bargaining. The proposals are then referred to a negotiating commiteee, which prepares a comprehensive list of requests and decides wherein the priorities lie. This list is then approved — either by the membership or by the executive board of the organization.

Before the negotiations begin, the school administration is busy, too — holding meetings and devoting substantial time to establishing administrative priorities; establishing or reviewing policies on issues that it knows or anticipates will be raised by the teachers; and preparing proposals and alternative positions it can fall back on if necessary.

Both the school administration and the teachers realize the need to gather data to support their respective positions — data such as salaries in other school districts, local and national; cost

or savings of proposed changes; and the board's ability to pay.

The Negotiating Teams

Who negotiates for the school board, and who negotiates for the teachers? The answers depend largely on the size of the school system.

In a large urban school system, the school administration employs personnel experienced in collective bargaining. Some systems have full-time permanent personnel; others may employ a chief negotiator on a temporary basis.

The chief negotiator usually receives his instructions from the superintendent. The superintendent doesn't participate in the daily face-to-face sessions with the teachers' representatives, but he may become involved when major issues are discussed or when crises arise.

The negotiating team for the teachers' organization usually consists of several organization officers and a negotiating or executive committee. At times the organization employs attorneys or consultants to assist in negotiations.

In medium-sized urban and large suburban districts, it is less likely that the school district will employ a full-time staff for negotiations. An assistant superintendent, often in charge of personnel, may be in charge of the negotiating team. Board committees, or occasionally the entire board, may meet with teacher representatives. The teachers' organization may or may not have one full-time representative, in addition to its negotiating committee.

In small districts, the teachers usually negotiate directly with the board rather than with the superintendent. Because teachers' organizations in small school districts may lack leaders experienced in negotiations, state or county teachers' organizations often play an important role in local negotiations.

The number of boards and board members who negotiate directly with teachers' organizations has steadily declined. Ten years ago, 33 percent of board negotiating teams were composed exclusively of board members; five years later, the number had dropped to 14.7 percent.

Today, it is generally agreed that it is usually best not to have a negotiating committee made up entirely of school board members nor to have a board member chair the negotiating committee.

Those who oppose the board's participation at the bargaining table point out that, since it is the administrative staff that must enforce and live with the final contract, it is the administrative staff that should meet face to face with the teachers at the bargaining table. When teachers negotiate directly with the board, bypassing administration, the authority and status of the administrative staff are undermined.

In very small school systems, it may be necessary to use a board member on the team. The disadvantages of having board members serve on the team are:

1. School board members are busy people, and may not have time to do an effective job (on the average, about 20 sessions are required to reach an agreement).

2. Board members generally are not well enough informed on the administration of the school system.

3. As part-time volunteers of limited term, board members are at a disadvantage in negotiations when pitted against experienced, full-time negotiators representing teachers.

Some of the possible advantages of including a board member on the negotiating committee are:

1. Board members become more familiar with the master contract.

2. Board members gain a better understanding of staff problems.

3. A board member serving on the negotiating committee has a better opportunity to communicate with other board members than does a staff member.

4. The chances of having the board approve a final settlement are increased if a board member serves on the negotiating committee.

Negotiating Sessions

Some teachers' organizations send the board a list of demands beforehand and expect the board to respond at the first negotiating session. Others simply indicate matters they want to discuss and then present their demands at the first meeting.

In the largest school districts, subcommittees of the administration and the teachers' organization may study certain issues while negotiations proceed on others.

When agreement is reached on a particular issue, it is put in writing and initialed by both sides.

When Agreement Cannot Be Reached

If the school board and the teachers' organization cannot reach agreement on one or more issues, they have reached an ***impasse***.

At this point, in an effort to create a contract acceptable to the union, the teachers' organization may call a ***strike***.

Teachers' strikes are illegal in most states. (In Pennsylvania and Hawaii, teachers have a limited right to strike under their state laws.) However, although strikes are illegal and penalties may be imposed on teachers who strike, teachers' organizations sometimes do use strikes if they perceive such tactics as beneficial to them in reaching their negotiation objectives.

Other procedures have been set up to resolve an impasse. They include:

Mediation: Mediation is an attempt by a third party to help in negotiations or in the settlement of an employment dispute through suggestion, advice, or other methods of stimulating agreement, short of dictating its provisions. Most of the mediation in the United States is undertaken through federal and state mediation agencies.

Fact finding: A fact-finding board may be appointed (usually by an impartial agency) to investigate, assemble, and report the facts in an employment dispute. Sometimes the board is authorized to make recommendations for settlement.

Arbitration: Arbitration is a method of settling employment disputes through recourse to an impartial third party. Arbitration is voluntary when both parties agree to submit disputed issues to arbitration, and compulsory if required by law.

In ***binding arbitration***, the two parties agree to be bound by the decision of the third party; in some states, state law provides for binding arbitration. In ***advisory arbitration***, the decision of the third party is not binding. The parties usually agree in advance on the issues which the arbitrator is to decide.

At a recent NEA conference, the NEA president referred to another type of arbitration, which he called "final best offer" arbitration. Under this system, each side in a dispute is required to give an impartial arbitrator what it considers its best and fairest offer. The arbitrator cannot change either side's offer; he must choose one or the other.

Scope of Bargaining

Negotiations can be limited to one topic such as salaries, or may cover hundreds of items.

In some states, the scope of bargaining is limited by certain state laws or administrative rulings.

States with collective bargaining laws affecting education generally restrict the scope of negotiations to "conditions of employment," which are usually defined as salaries, working conditions, fringe benefits, and terms of employment.

State constitutional provisions, statutes, and administrative rulings that affect the decision-making authority of local school boards on conditions of employment can also limit negotiations in certain instances.

For example, many states have minimum salary laws for teachers, and any salary negotiations that take place cannot discuss salaries below the minimum.

Many states also have pension and retirement plans, and when these are administered at the state level, they are usually eliminated as a possible subject for negotiations.

In some states, legislation requires a duty-free lunch period for all teachers. Also, in some states, laws regulate class size, length of the school day, and the number of school days in a year.

State aid formulas can also affect negotiations because they have a direct effect on the funds available.

Search for Parameters

Defining the scope of negotiations is one of the thorniest problems facing teachers' organizations and school administrators.

In the case of the law limiting negotiations to "conditions of employment," it is difficult to draw the line between "conditions of employment" and "educational policy." School boards are required by law to set educational policy, but sometimes what a board views as "educational policy" may look like "conditions of employment" to teachers.

Class size, for example, is regarded by teachers as a "condition of employment" and therefore negotiable, while some school boards view it as part of "educational policy" and not negotiable.

Sometimes such disagreements are decided in court. In the New Jersey Appellate Division ruling regarding the difference between "working day" and "school day," the court ruled that the length of a teacher's working day is a "term and condition of employment" and therefore negotiable, while the hours delineating the school day are school board prerogatives and may not be negotiated.

Both the AFT and the NEA take the position that there is virtually nothing which occurs within the school district that is not subject to bargaining. An AFT statement in 1965 said, "We would place no limit on the scope of negotiations. . . . Anything on which the two parties can agree should become a part of the agreement."

The right of public employees, including teachers, to engage in collective bargaining is no longer in question. Now the question is how to construct or design the "arena" in which such bargaining takes place. Today, more and more states are using legislation as a means of regulating relationships between teacher associations and school boards.

State Laws

In 1959 Wisconsin became the first state to enact collective bargaining legislation for public employees. Since then, the number of states passing similar legislation has increased until today (March 1978) 32 states have adopted some form of mandatory "meet-and-confer" or collective bargaining law affecting all or some of their employees involved in education.

(The term "meet and confer" refers to the process requiring the employer and employee to consult on matters defined by law; binding contracts and binding arbitration are not generally required.)

The 32 states with mandatory "meet-and-confer" or collective bargaining laws are Alaska, California, Connecticut, Delaware, Florida, Hawaii, Idaho, Indiana, Iowa, Kansas, Maine, Maryland, Massachusetts, Michigan, Minnesota, Missouri, Montana, Nebraska, Nevada, New Hampshire (classified employees at colleges and universities only), New Jersey, New York, North Dakota, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Dakota, Tennessee, Vermont, Washington, and Wisconsin.

In addition, 11 states have what might be termed "permissive coverage": rulings by the court or attorney general make bargaining between teachers and school boards permissible. These 11 states are Arizona, Arkansas, Colorado, Georgia, Illinois, Kentucky, Louisiana, New Mexico, Ohio, Texas, and West Virginia.

A basic legislative pattern is emerging to cope with the breakdown of orderly teacher-school board relationships. Usually the legislation does five things:

1. states unfair practices;
2. regulates the determination of bargaining units;
3. sets forth impasse procedures;
4. creates an employee relations board and gives it responsibility for the administration of legislation; and
5. prohibits or carefully regulates strikes by teachers.

At least 13 states now have comprehensive legislation which includes all five of these elements.

Legislation a Priority Item

Collective bargaining legislation is a top-priority item in many state legislatures today. A February 1976 review by the Education Commission of the States indicated that collective bargaining legislation was being introduced or amended in 16 states that year.

To know how collective bargaining works in your community, it's important to know the state laws that govern it. For example:

Coverage: Does the law cover all four types of education employees: professional K-12 ("professional" refers to certified teachers or persons with higher status); classified K-12 ("classified" refers to clerks, food employees, bus drivers, custodians, paraprofessionals); professional postsecondary; and classified postsecondary?

Bargaining unit: Does the law list the criteria or categories for appropriate bargaining units? Are management positions excluded from the bargaining unit? Does the law specify proportional or exclusive representation?

Does the law permit dues checkoff? Does the law permit union security?

Scope of bargaining: What does the law say as to the scope of the bargaining? Is it limited to "wages, hours, other terms and conditions of employment"?

Legislatures have been reluctant to fix the specific items to be included in the scope of bargaining. Minnesota, however, specifically *excludes* educational policy from bargainable items,

while Washington, Maine, and California, all of which have "meet-and-confer" laws, expressly *include* educational policy in the scope of bargaining.

Because of the lack of a clear and workable definition for the scope of bargaining, both teachers and school officials are pushing for state legislative action to settle the question.

Management rights: Does the law specify management rights? ("Management rights" are certain rights, privileges, responsibilities, and authority requisite to the conduct of an enterprise by its management.)

Bargaining impasse procedures: Does the law stipulate action in case of a bargaining impasse? Does it call for mediation, fact-finding, arbitration, nonbinding recommendations? The Iowa, Minnesota, and Oregon laws, for instance, provide for binding arbitration. Maine, Massachusetts, Pennsylvania, and Vermont, on the other hand, provide for binding arbitration by mutual agreement.

Grievance procedures: Does the law specify that grievance procedures "may be bargained" or "must be bargained"? Does it indicate whether binding arbitration of grievances may or must be bargained?

Unfair practices; penalties; strikes: Does the law define "unfair practices"? In most states, "unfair practices" include interference, restraint, coercion, discrimination, etc., as practiced by either the employer or the employees' agent.

Strikes are prohibited in most states. Several states permit strikes after mediation or fact-finding procedures have failed to solve the impasse.

The penalties for strikes include loss of unit recognition, fines, damages, probation, salary loss, loss of dues checkoff, dismissal, suspension, discipline, loss of exclusivity rights for two years, and loss of contract.

A number of state laws provide for injunctive relief. "Injunctive relief" is an order by a court to perform or to cease to perform a specific activity — in this case, a court order to the teachers to end their strike.

Administration: Who administers the law? A number of states have created a State Labor Relations Board (or Commission) to administer the law. Others delegate administration to the state board of education or the local school board.

Final form; deadline dates for completed agreements: Is the final form of the contract specified? Is a deadline date specified ("in time for governor's budget planning session," "14 days before budget submission date")?

Federal Legislation

In the last few years, several bills guaranteeing the rights of teachers and other public employees to bargain collectively have been introduced in the United States Congress. Both the NEA and the AFT support the inclusion of public employees under the National Labor Relations Act.

In testimony before Congress, those in favor of a federal collective bargaining law for public employees have argued that:

1. the civil service system has failed to meet the needs of public employees and is not an acceptable substitute for collective bargaining;

2. federal protection of education employees is a logical extension of the government's already considerable role in education;

3. collective bargaining can help to improve education administration; and

4. strikes by public employees affect the entire nation, requiring federal legislation to avert disputes that would burden interstate commerce.

Those opposed to including public employees under federal collective bargaining laws have argued that:

1. public employees should not have the right to strike because — unlike the case of a strike in private industry — the public has nowhere else to go for services when public employees strike;

2. taxes would have to be increased to pay for collective bargaining demands;

3. collective bargaining by state employees is an area for state control, not the federal government;

4. the merit system would disappear under collective bargaining; and

5. citizens — the "employers" of public employees — would have no one to represent them in the bargaining sessions.

Prospects for a federal collective bargaining law for teachers and other public employees appear bleak since the 1976 decision of the U.S. Supreme Court in *National League of Cities vs. Usery*. By a decision of 5 to 4, the Court ruled that Congress cannot require states or municipalities to pay minimum wages because this would "impermissibly interfere with the integral governmental functions of these bodies." A representative of the National School Boards Association called this an "absolutely momentous" decision in limiting the power of the federal government.

In commenting on the Court's decision, the AFT president concluded that "political involvement is more important than ever." The NEA's director of government relations said, "There has to be a role for the federal government somewhere [on collective bargaining]; we just have to find it."

Bargaining is a legally defined process that occurs between the teachers' organization and the school administration. At present, parents have no legally recognized role in this process. However, they do have a greater than average interest in the outcome of the deliberations because it is their children who will be affected by the results and it is their tax dollars that support the schools.

In 1968, as collective bargaining in public education became more widespread and teachers' strikes became more prevalent, the National PTA Board of Managers adopted a position on "Teacher Negotiations, Sanctions, and Strikes." Its purpose was to serve as a guide for PTAs. (See Appendix A.)

This position paper pointed out that the PTA, as it becomes involved in activities related to negotiations, may find itself impaled on the horns of several dilemmas:

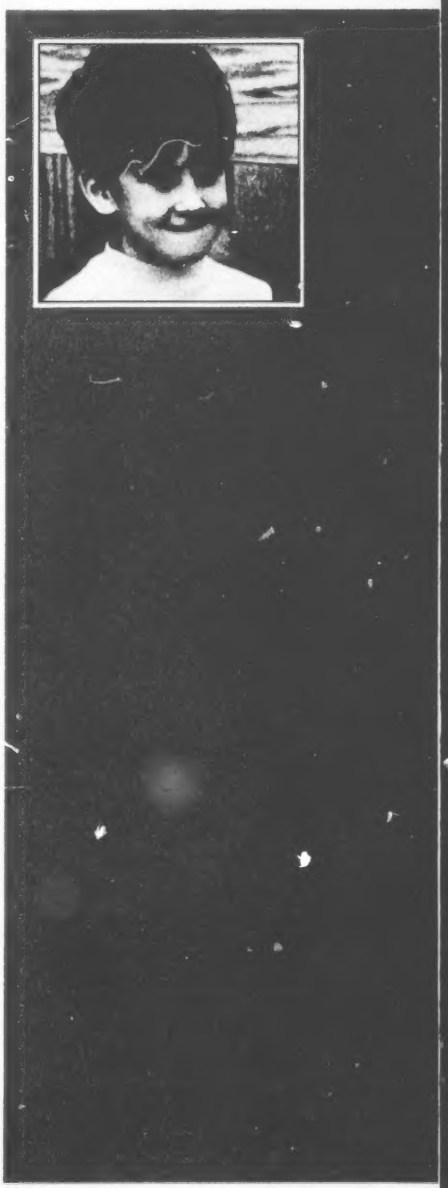
- If the PTA supports the positions of the board of education, which is the representative of the public in negotiations, teachers who belong to the association may threaten to withdraw membership and boycott local PTA activities.
- If the PTA does not take sides in issues being negotiated, it may be accused of not being interested in these important matters.
- If the PTA — in the interest of protecting the immediate safety and welfare of children — provides volunteers to man the classrooms during a work stoppage, it is almost certain to be branded a strike-breaker.

The National PTA position paper also offered guidelines for councils and local units to follow during the three phases of the action: the pre-strike period; the strike itself; and after the strike.

Its main rule, the PTA explained, is to take no sides in the dispute; to seek to determine the true facts behind the issues and to communicate these in an impartial way to members of the PTA and the community; to encourage all parties to settle the matter in a fair and equitable manner at the earliest possible time; and to contribute constructively to an improved educational environment for children.

Any set of guidelines offered by the National PTA must necessarily be of a general nature. No one set would apply in all cases because each state is at a different stage in professional negotiations, although all states deplore the disruption of education that is caused by strikes and work stoppages.

There is also a rather general agreement that, as an organization, the PTA should not man classrooms during strikes. Some state PTAs, however, believe that their people may provide for the safety of children when a strike is called without due notice and until other arrangements can be made by the school administration.



The public schools of America have been built upon the foundation of lay control. School boards are elected by the people in a school district or appointed by locally elected officials to represent the public interest in formulating educational policy.

The school board, therefore, acts on behalf of parents during negotiations. And if parents aren't happy with the results that the school board achieves at the bargaining table, they can vote its members out of office in the next election.

But such a remedy isn't much comfort to parents when they see strikes and walkouts increase, and when they find themselves shut out of the decision-making process that determines the quality of the education of their children.

It is *their* children, they realize, who are kept out of school during a strike; and it is *their* children whose education is affected if teachers are dissatisfied with their working conditions.

As their resentment has increased, parents have reacted by seeking methods through which they, as consumers, can play a more direct role in the educational process.

Sessions: Open or Closed?

In a few communities, negotiations take place at regularly scheduled meetings of the board. These are open to the public, and offer interested citizens an opportunity to participate.

Not everyone agrees, however, that it's a good idea to have open bargaining sessions.

Don Conrad of NEA's negotiating division, for instance, says that "goldfish-bowl bargaining" never works because both sides are too busy "posturing for the press and their constituents." What happens eventually, Conrad says, is that both sides go into a closet, reach a compromise, and then "go through the pantomime" of agreeing in a public session.

Other critics say that open sessions inhibit compromise in negotiations. Since controversies are often publicized, the parties become identified with positions they find difficult to change. Also, with open sessions, board members are not as well informed about school matters as they should be because they can't meet privately with administrators.

California's new collective bargaining law may provide a half-way solution to the open negotiations dilemma: it requires both sides to publish their negotiating proposals before bargaining begins; the actual bargaining, however, is closed.

Community Participation

In addition to open sessions, various other methods have been tried in attempts to allow parents and the public to participate in negotiations.

In 1972, for example, the Philadelphia board of education invited a group of concerned parents to participate in negotiations, offering them the option of joining either the union or the board's team of negotiators. The parents' group joined the board's team for the first bargaining session, but then chose to dissociate themselves and to serve as an independent third party at the bargaining table. After this decision, the board's chief negotiator "disinvited" the parents from future sessions.

In an effort to involve the community indirectly, the Detroit board of education introduced a plan in which 16 community representatives (two from each of the eight regional districts) meet periodically with a representative of the superintendent's office to discuss issues and the rate of progress in negotiations. The community representatives are encouraged to comment on the positions of both the union and the board on any issue.

The disadvantages of this method are two: it fails to give the community direct or independent access to the decision-making process at the bargaining table — and it widens the gap between the community and its teachers by assuming that the community and the board are allies while the community and the union are adversaries.

In Chicago, the central board of education opened bargaining sessions to the public. Community members

responded enthusiastically at first, but soon most of them stopped attending the sessions. There were two explanations for the loss of interest: the community had been invited only as an observer, and the meetings were invariably long and tiring.

In Toledo, Ohio, the teachers' union involves the community in the first stages of its negotiations by asking community representatives to assist in formulating the demands. Community participation, however, is limited to this initial stage.

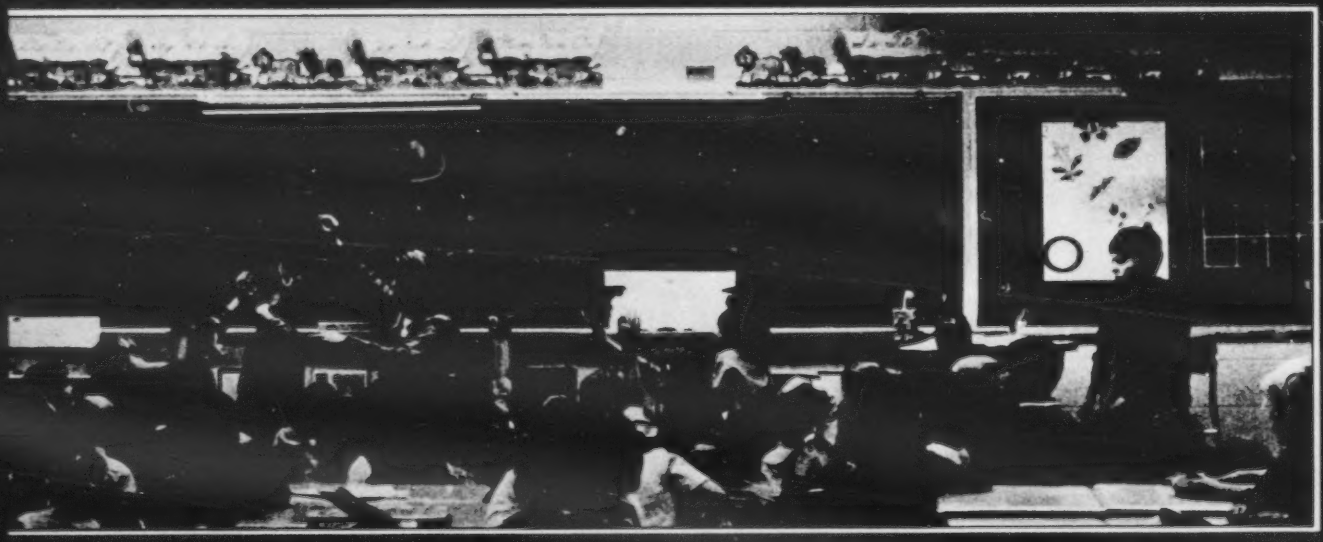
In Fairfax County, Virginia, community participation comes later: final ratification of the district teachers' association contract is postponed for six months while the community is advised of its content and is given an opportunity to react.

On the other hand, some new state laws (for example, Massachusetts) seem to bar third-party participation in negotiations. However, Montana, Oregon, and Maine recently passed laws that give students a third-party role in negotiations at state colleges.

At some institutions in other states, students have brought pressure to bear on the collective bargaining process: they have sought injunctions against striking faculties; threatened mass boycotts to force closure of bargaining during an impasse; and filed breach-of-contract suits.

Questions of who will represent the "third force" and how they will be selected will continue to be raised as parents demand a more effective voice in running the schools.

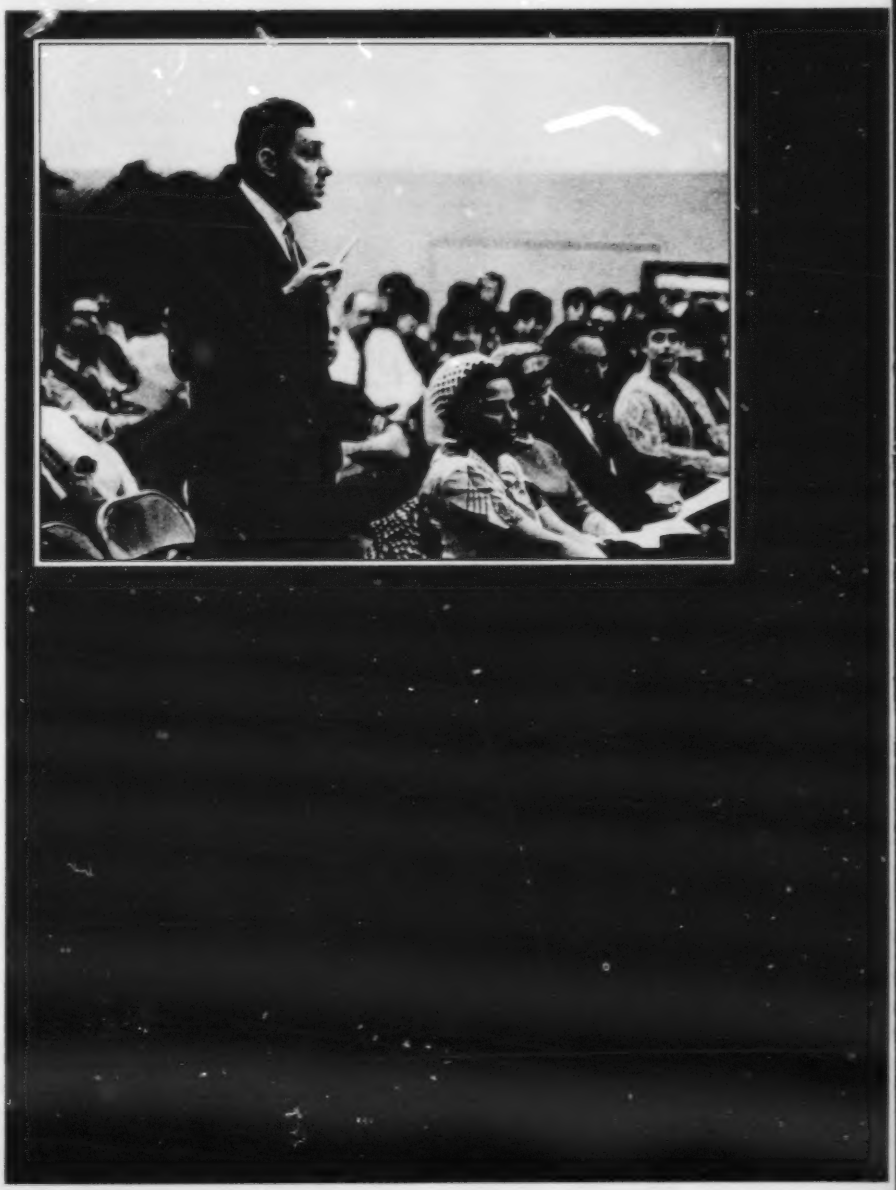
Some of the suggestions that have been advanced include organizing a parents' union; forming a coalition of existing city-wide and neighborhood organizations which would select representatives and provide liaison with diverse constituencies; and having chairmen of school advisory councils select community representatives.



What effect has collective bargaining had on the quality of education in this country, and what is the outlook for the future?

As a result of the growth of the collective bargaining movement, the image of the "schoolmarm" teacher, underpaid and oppressed, has disappeared. In its place we have the image of a teacher, male or female, who is part of a professional organization, demanding — and obtaining — decent wages and working conditions.

In recent years, more persons have entered the teaching profession, and it has become easier to recruit good teachers. Teacher aides have been introduced to perform clerical and other subprofessional chores, a development that now gives teachers more time to prepare lessons and consult with students.



The Results of Change

It is difficult to *prove,* via statistics, that the quality of education has improved substantially in the 17 years since the collective bargaining movement in education began.

The truth is that education now has some problems that it did not have before, in addition to the traditional difficulties — discipline, etc. — that have long harassed the profession and seemingly defy resolution.

One thorny area in educational negotiations is the difficulty of distinguishing between "conditions of work" (a legitimate area of collective bargaining) and educational policy (long felt to be the province of the school board). Today, teachers want to bargain for more than "bread and butter" items.

In the future, therefore, it would appear that the scope of negotiations may expand to include most areas of educational policy and practice.

And in the years immediately ahead — in light of the prospect of school enrollment decreasing nationally and the overall economy continuing to be tight — it would seem almost certain that teachers' organizations will begin to focus more on educational policies than on "bread and butter" issues.

As a result of this change in direction,

there is concern in some quarters that teachers' organizations will take over control of the public schools.

Mario Fantini, author and educator, speaks to the point: "Teachers' organizations are seeking control of the schools themselves. . . . Once teachers' organizations deal with matters of policy — in such areas as personnel (including hiring and firing), budget (including where limited funds are allocated), school organization (how a school is organized for learning), student personnel (how students are grouped, which student remains in school), once these public responsibilities are relinquished, then an almost absolute professional monopoly will have been achieved."

Albert Shanker, AFT president, on the other hand, looks at the situation from the teachers' standpoint: "No group of professionals in American society — other than teachers — has so little to say about how its members discharge their responsibilities.

"Between them, state agencies and local authorities leave teachers with almost no voice in defining the curriculum they must teach. The basic materials teachers use in their classrooms — from textbooks to chalk — are selected and rationed by others. Teachers rarely are consulted in discussions of the optimum school day, or even class period. . . .

"When teachers rise up to demand 'a voice in the educational decision-making process,' they often meet stares of wonder and words of condescension from school board members and school administrators alike. 'What can a mere classroom teacher possibly know about the truly big problems?' seems to be the attitude. And it is all but universal."

The Impact on Instruction

According to a study sponsored by the National School Boards Association, bargaining *is* having an impact on curriculum and instruction, and school board members are often *unaware* that they are relinquishing to teachers their role as educational policy-makers.

As more and more items become part of the negotiated contract, the number of items over which the school administration has control decreases. Some school officials argue that if such "variables" as class size, curriculum materials, organizational patterns, instructional procedures, and evaluative devices eventually become "constants" in bargaining contracts, then the educational system may "freeze in position" and subsequent efforts to change it or improve its effectiveness will be frustrated for years to come.

Another important aspect of collective bargaining is its continuous impact on the cost of education.

A recent HEW study indicates that the average teacher's salary is now $12,465 a year. However, as teachers' organizations are quick to point out, this is an average figure — and teachers in many rural districts are still making less than $8,000 a year.

Teachers say that higher salaries are "in the public interest" for a number of reasons: they make the teaching profession financially competitive with occupations less important to the public interest; they also lead to an increased number of teachers with advanced degrees; and they make it unnecessary in many cases for teachers to "moonlight."

Besides teachers' salaries, there are other items in collective bargaining contracts that add to the cost of education. Reduction in class size, for example. In a school district of 900 students, a decrease in class size from 25 pupils to 20 creates nine new teaching jobs, an added cost to the taxpayer. (A recent study by the Pennsylvania School Boards Association showed that statewide reduction in class size by one student per class cost an extra $64 million in personnel costs alone.)

Justifying the Cost

Over the past two decades, the income of the average family has increased 250 percent, while taxes have gone up 500 percent. In many school districts, voters — faced with the prospect of paying higher property taxes for the increased costs of education — have balked and rejected bond issues for schools. More and more, parents are beginning to indicate that they want to know what they're getting for their education dollar.

For example, some parents are demanding that criteria be created to judge the performance of teachers. Others are proposing that teachers be paid on a merit basis. And parents are getting concerned, too, about how difficult it has become — as a result of collective bargaining — for administrators to discharge incompetent teachers.

In 1967, in New York City, the mayor's office issued a report on school decentralization, which said that "parents can be trusted to care more than anyone else for the quality of education their children get."

It is generally true, no doubt, that parents *do* care more than anyone else and that they *are* willing to pay for the cost of a good education. But recently many of them have added a proviso: namely, that they, as parents and taxpayers, be permitted to contribute to the process that determines how schools are run, and that they be allowed to speak out — *when* and *where* it counts — on how their taxes are to be spent in the effort to provide a better education.

The question "What constitutes a quality education and how can it best be achieved?" still requires an adequate answer, and it appears that it will be at the collective bargaining table that this question may someday be answered.

No final answer that is acceptable to all, however, can surface unless all three groups with a stake in education — parents, teachers, and administrators — listen to one another's points of view and participate freely in the give-and-take of this great debate.

There can be no doubt that the PTA should seek to be involved in the collective bargaining process. PTA policy clearly states that the PTA is to seek to participate in the decision-making process and the establishment of school policy. Here are some of the ways your PTA can become involved in collective bargaining in education.

- Become thoroughly acquainted with the collective bargaining process in education. PTAs have an obligation to provide a wide variety of learning experiences for PTA leaders and members. Workshops, speakers, brochures, newsletters, etc., can be used to inform parents. The National PTA and many state PTAs have collective bargaining materials available for unit leaders. Also, PTAs should secure and be familiar with their state PTA policies and state laws related to collective bargaining, work stoppages, and impasse procedures.

- Take an active part in the legislative process at all levels. Your PTA should have at least a working knowledge of current state legislation. Possibly your PTA will want to support a change in a poor collective bargaining law or prevent it from being enacted. If your state law supports bargaining that is closed to the public, you may want to lobby for open sessions. Or if the scope (items open for negotiation) is broad, you may want to consider efforts to limit the areas that are negotiable.

- If your school district is presently under a master contract, obtain a copy of this public document and study its provisions. Your PTA may want to take positions on particular sections of an existing agreement and convey these positions to the parties involved for possible future change.

- Be sure that your school board has an effective and well-trained group to represent you in the negotiations process. Your PTA can insist that ample time be provided for selection of the negotiating team. You can suggest to your school board that, in appointing members to the negotiating team, it pay special attention to choosing members who will make themselves available to the public and will welcome input from the public.

- Ask that, as a *minimum*, the initial proposals from the teachers for inclusion in the contract and the initial proposals from the board of education be presented in a public meeting, with advance notice of the meeting. These initial proposals should also be provided to all persons who are interested. Your PTA should provide opportunities for members to study the proposals and should prepare official PTA positions regarding each request.

- If you wish, seek to be an active participant at the bargaining table. Although your request is not likely to be granted, you will have made the parties at the table aware of your interest. At the least, your PTA should insist that the PTA be given an opportunity to state your unit's position on topics to be considered for negotiation.

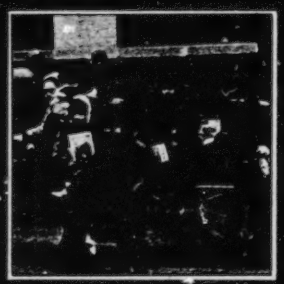
- Ask that your school board make known all tentative agreements for the collective bargaining agreement (master contract) at least two weeks prior to any vote by the board for final adoption. This will provide time for your PTA members to become acquainted with, and to react to, the proposed settlement before it is finally adopted. Parents must have time to know the proposals and to acquaint their representatives with their feelings.

- Speak as advocates for children. You need not be bashful about letting school board members, teachers, and negotiators on both sides know what is best for children. The PTA should take positions on issues related to class size, planning time, length of the school day and year, evaluation procedures, and parent-teacher conferences. Most decision-makers will appreciate the results of a parent opinion poll related to issues such as these. Collective bargaining is an advisory process, and PTAs must not fear taking a stand on what is felt to be best for the children and youth involved. See "A Checklist for Parents," Appendix D.

- Remember that most parents will not be familiar with the collective bargaining process and the administration of the contract. The PTA is an educational organization, and PTA units should schedule discussion groups and regular meetings to assist members to become more knowledgeable. Parents are often surprised when they study in detail the contents of their school district's master contract. Your PTA discussion groups should include as resource persons representatives of teachers, administrators, and the school board. You can use the resources of your local colleges and universities for help in reading a contract and understanding the collective bargaining process.

- Make sure the final document (contract) when ratified by teachers and school board is made available to the public.

- Finally, in the event negotiations break down and a strike by teachers occurs before a final contract is signed, remember that your PTA should take no sides in the dispute, but seek to determine the true facts behind the issues and to communicate these in an impartial way to the members of the PTA and the community. Your PTA should not man the classrooms. You should encourage all parties to settle the matter in a fair and equitable manner at the earliest possible time.



A number of state PTAs/PTSAs and councils are disseminating information on the role of citizens in collective bargaining in education and seeking to play a more vital role as child advocate in collective bargaining negotiations. Following are some examples of recent activity.

California: The California PTA in 1976 issued a statement on public school employer-employee relations, and guidelines for implementing the statement. The role of the PTA is defined as keeping informed and making its views known whenever the collective bargaining process allows this opportunity.

The Los Altos-Mountain View PTA Council encourages the entire community to read and respond to the initial and subsequent proposals of both the Los Altos Teachers Association and the Board of Trustees. It also has a study committee on collective bargaining, which reads and discusses the proposed teachers' contract and presents its recommendations to the teachers' organization and the board.

A school superintendent in one California city commended the council of PTAs for keeping a "cool head" and maintaining a neutral source of information during the teachers' strike in that community. Each morning the school district and the teachers' organization gave prepared statements to the PTA hot line for dissemination when people called. The hot line also checked out and squelched rumors.

Florida: With the aid of a grant from the State Department of Education, the Florida PTA in January 1978 held a collective bargaining workshop at which 20 counties were represented. A school board member from each district and each district school superintendent (or representative) were invited to meet with the Florida PTA board of managers to discuss negotiations, assessment, and accountability.

A second conference, which included the original participants plus representatives of the two teachers' unions, was held May 23-24, 1978.

The main purpose of the workshops was to develop mutual understanding of the collective bargaining process in education so that superintendents, school boards, teachers, and PTA can work together more effectively and harmoniously in making educational decisions.

Nevada: At Nevada's 1975 convention, delegates passed a resolution pointing out that "negotiations between teachers and school boards now involve decisions in many areas with implications which affect the rights of students and parents." The resolution also said that the "Nevada PTA [should] proceed immediately to develop and disseminate informational materials and guidelines enabling local units and councils to clarify their roles in the total negotiation process."

New Jersey: The New Jersey PTA sponsored three regional conferences on collective bargaining in April 1978. The theme of the conferences was "ABCs of Collective Bargaining — Right to Strike." At each conference, the topic was discussed by a panel consisting of two legislators and representatives of the New Jersey Education Association, the New Jersey School Boards Association, and the Public Employment Relations Commission.

New York: The New York State PTA has developed a position paper on collective negotiations (last revision, 1977). In the December-January 1977 issue of the *New York State PTA Bulletin*, the president of the Yonkers Council of PTAs reported that, when a strike was called in Yonkers in the fall of 1977, the council sent copies of the state PTA position paper to every unit president. "The position paper was most helpful," the council president said, "in stating very simply what a PTA should be doing as far as setting up debates between both parties to bring the issues before the public and to push for continuous negotiations and a quick settlement for the sake of the students."

The executive committee of the New York State PTA, in March 1978, issued an "Action Alert" in its *Legislative*

Bulletin expressing opposition to a series of bills introduced during the current session of the state legislature that would weaken the strike penalties of New York's Taylor Law. The "Action Alert" said, "While PTA supports laws that encourage school boards and their employees to negotiate and to reach equitable agreements of their disputes, as advocates for children and as citizen-taxpayers we must oppose any change that would encourage actions that disrupt education and thus violate the rights of children, *for whom the public schools exist.*"

The New York State PTA at its November 1977 convention had an action clinic on "A Role in Collective Bargaining," which discussed the need for, and methods of achieving, public involvement in collective bargaining. Participants recommended that PTAs become informed by organizing study groups, studying the school budget, and examining all school contracts.

Pennsylvania: Delegates to the Pennsylvania PTA's 1976 convention directed the PTA's legislative committee to distribute a questionnaire to PTA members asking them to read and study Act 195, the state's collective bargaining law for public employees; discuss within their communities the effects of the act on children and youth; and recommend changes.

Questionnaires were returned from 10 percent of the state's school districts in 22 counties.

PTA members recommended that the law should include a code of teachers' rights and responsibilities; specific and mandatory directions on what items are negotiable; mandates to the court to restrain illegal acts on all sides with definite, enforceable penalties; concrete definitions of when a strike is detrimental to children; final-offer arbitration when an impasse has been reached.

Rhode Island: An article by a PTA leader in Coventry in the November 1977 *Rhode Island PTA Bulletin* described the PTA's role during a teachers' strike in that city: "The people involved — the Teachers Alliance, the School Committee, the Teachers — all went out of their way and actually bent over backwards to try to explain their position to us. Why? Because, over the years, we have built up a trust as PTAers, as people who are willing to listen to both sides and whose main concern is *children — all children.*"

Washington: In 1977 in Seattle, parent-community observers attended collective bargaining sessions between the Seattle School District (SSD) and the Seattle Teachers Association (STA).

The executive board of the Seattle Council of PTSAs set the process in motion when it drew up a proposal for a citizen observer program and submitted it to both the SSD and the STA. The SSD agreed to the proposal, but the STA replied with a counterproposal, which was eventually adopted as "Criteria and Role Definition of PTSA Observers." The STA requested that only three observers be chosen, two of whom had to be present at all sessions.

Two of the three citizen observers selected by the council attended all negotiating sessions (a total of 32 or 33) and also the mediation and fact-finding hearings, but were excluded from the final bargaining sessions. After the conclusion of the fact-finding hearings, the observers had an opportunity to lobby both sides, and did so on issues directly affecting students and on fiscal matters.

The Seattle Council concluded that the observer program was a partial success. It recommended that observers ought not to be excluded from the final bargaining sessions and should have the same freedom of speech as the team leaders. It also suggested that state laws governing negotiations need to be revised to shorten the negotiating process.

The Washington PTA's collective bargaining committee prepared a questionnaire on the citizens' role in collective bargaining and suggestions for establishing a citizen observer program and submitted them to school superintendents, teachers' association presidents, school board presidents, and council and local PTA/PTSA presidents.

Wisconsin: The Wisconsin PTA has a leaflet entitled *PTA and Negotiations*, which outlines "a recommended procedure for PTAs to understand and find a role in employee contract negotiations."

The leaflet suggests that PTA's initiate programs to develop an understanding of the negotiating process.

It points out that the PTA should be the group to protect the interests of children, and should devise ways to see that negotiations begin promptly and are continued until a fair contract is reached.

The Milwaukee City Council of PTAs established a committee on negotiations in 1972. This committee made repeated efforts to influence the school board and the teachers' association to open their negotiations to the public. These efforts finally met with success in January 1977, and since then the council has had a team of impartial observers at all bargaining sessions.

Appendix A

National PTA Position on Teacher Negotiations, Sanctions, and Strikes (Adopted by National Board in 1968)

Teacher negotiations, sanctions, and strikes are very much a part of the reality of operating public schools. While there are great variations throughout the country in the intensity of teacher militancy, no school system can escape the necessity of responding to the growing demands of the organized teaching profession to have a greater voice in educational decision-making. Not only do school boards and school administrators have to reckon with teacher militancy, but PTA becomes involved.

The PTA, because of its strategic position, has become involved in activities related to negotiations and may find itself on the horns of several dilemmas.

1. If the PTA provides volunteers to man the classrooms during a work stoppage, in the interest of protecting the immediate safety and welfare of children, it is branded as a strike breaker.
2. If the PTA does not take sides in issues being negotiated, it is accused of not being interested.
3. If it supports the positions of the board of education, which is the representative of the public in negotiations, the teacher members of the PTA have threatened to withdraw membership and boycott the local PTA activities.

As a result, PTA leadership in local units, councils, and states has expressed an urgent need for guidance in this difficult situation.

Guides to State Congresses:

The best efforts of state PTAs in regard to teacher negotiations, sanctions, and strikes start with alertness before a situation arises.

1. Study state laws regarding negotiations, sanctions, and strikes so as to act within the law, and so that counsel to local units will be consistent with the law.
2. Seek to bring together in conference meetings the state leadership of all groups concerned for the purpose of mutual understanding.
3. Encourage state legislation which will improve the procedures for negotiations and resolution of impasse.
4. Help local units understand particular state issues involved.
5. Urge school boards and teachers to establish frequent and regular lines of communication about educational concerns.

Guidelines for Councils and Local Units:

Because situations locally vary so widely, both across the country and even within states, guidelines cannot be highly specific. A great deal of discretion in action is left to the council and the local unit. These are suggested measures for action organized appropriately to three phases: the pre-strike period, during the strike, and after the strike. These guidelines, plus counsel from the state PTA and the basic good judgment of the people, should enable the council and the local PTA to minimize the dilemmas and to contribute constructively to community understanding, teacher satisfactions, renewal of cordial parent-teacher dialogue, and improved educational climate for children.

Pre-strike Period:

1. Continue to work for quality education. Efforts in this regard reassure teachers that parents are helping to achieve their goals of greater job satisfactions and improvement of substandard salaries.
2. Be alert to early symptoms of teacher dissatisfaction:
   a. Abnormal turnover in teaching staff and administrators.
   b. Teacher-supported legislation defeated by state legislature.
   c. Growing dissatisfaction of teachers as evidenced by complaints.
3. Seek action that corrects the basic causes of dissatisfaction — salaries, student conduct, teaching conditions, lack of participation in decision-making.
4. Inform the officers of teachers' organizations, the school boards, and administrators of the appropriate role PTA might play in the event of a work stoppage, and be advised as to provisions for the welfare and safety of children during work stoppage.
5. Urge school boards and local teachers' organizations to consider the advisability of developing written agreements on negotiation procedures, including grievance procedures. Because work stoppages and negotiations are ofttimes conducted in a way that tends to create dissension and low morale that are harmful to children, the PTA should do all it can to prevent such situations from developing. The advance planning and the orderly procedures embodied in written agreements may avert strikes.

6. Learn from the school board and the teachers' organization what issues are being negotiated.
7. Provide full public airing of the issues. The purpose of these discussions is to dispel confusion and develop intelligent, informed public opinion. If a strong majority opinion develops regarding an issue that affects children, the PTA has a responsibility to bring this to the attention of the negotiating parties. PTAs should be keenly aware that the decisions made in negotiations ofttimes have much more of an impact upon the welfare of children than do temporary closing of the school and other disruptive action.
8. Reexamine the role of teacher members in the local unit. Teachers as well as parents should join and participate by individual choice. Their motivation to participate should spring from a professional awareness of the unique contributions which they may render, and the value of teacher rapport with parents and the community. The teacher continues as a willing partner in the PTA when participation is free of unwarranted expectations.

During the Strike:

1. Urge immediate and continuous negotiations and if necessary mediation to get schools open as soon as possible. If negotiation is delayed, the PTA should seek to bring the school board representatives and teachers' organization representatives together.
2. Serve as an open forum to inform the public on the points of disagreements and the progress of negotiations.
3. PTA should not man the classrooms, except possibly for a day in the absence of advance notice of a strike. Not only is manning of classrooms inconsistent with PTA efforts to obtain a qualified teacher in every classroom, but personal liability may be incurred. If the school administration intends to keep schools open during a teacher walkout, it should develop a corps of volunteers outside the PTA structure.
4. Suggest and urge appropriate action by parents, community agencies, and volunteer groups that will protect children during the period the school is closed.
5. Encourage the full and continuous participation of teacher members in PTA activities.

After the Strike:

1. Plan activities that will restore harmony, promote teacher morale, and renew parent-teacher dialogue.
2. Through informed public opinion see that the negotiated agreements which settled the strike are faithfully implemented.
3. Work for community understanding and support of school needs.

Resources

American Association of School Administrators, 1801 North Moore Street, Arlington, Virginia 22209.

American Federation of Teachers, 11 DuPont Circle, N.W., Washington, D.C. 20036.

Education Commission of the States, 300 Lincoln Tower, 1860 Lincoln Street, Denver, Colorado 80295. (Publishes *Compact* and *Legislative Review.)*

National Association of Elementary School Principals, 1801 North Moore Street, Arlington, Virginia 22209.

National Association of Secondary School Principals, 1904 Association Drive, Reston, Virginia 22091.

National Association of State Boards of Education, Hall of the States, Room 526, 444 North Capitol Street, N.W., Washington, D.C. 20001.

National Education Association, 1201 Sixteenth Street, N.W., Washington, D.C. 20036.

National School Boards Association, 1055 Thomas Jefferson Street, N.W., Suite 600, Washington, D.C. 20007.

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A Checklist for Parents on Collective Bargaining in Public Education. National PTA, 700 North Rush Street, Chicago, Illinois 60611. 10 cents; 100 copies, $8.00.

Collective Negotiations for Teachers: An Approach to School Administration. By Myron Lieberman and Michael H. Moskow. Rand McNally & Company (Chicago), 1966.

The Community at the Bargaining Table. By a study team of the Institute for Responsive Education. Institute for Responsive Education (704 Commonwealth Avenue, Boston, Massachusetts 02215), 1975.

Contingency Planning for Teacher Strikes. Educational Research Service, Inc. (1815 North Fort Myer Drive, Arlington, Virginia 22209). $7.00.

Guide to Collective Bargaining for Teachers. By John Phillip Linn and M. Chester Nolte of the University of Denver. Education Commission of the States, 1968.

Impact of Collective Bargaining on Curriculum-Instruction. Report No. 1975-2. By A. Gray Thompson and Russell H. Ziemer. National School Boards Association, 1975. $3.00.

A Legislator's Guide to Collective Bargaining in Education. Education Commission of the States, 1975. $2.00.

The Teacher and Collective Bargaining. By Robert L. Walter. Professional Educators Publications (Lincoln, Nebraska), 1975. $2.25.

What Every Taxpayer Should Know About Collective Bargaining. Ohio School Boards Association, 700 Brooksedge Boulevard, Westerville, Ohio 43081. $3.00. Special rates available on quantity purchases.

What's Best for the Children: Resolving the Power Struggle Between Parents and Teachers. By Mario D. Fantini. Anchor Books (Anchor Press/Doubleday), 1975. $2.50 (paperback).

Work Stoppage Strategies: A Guide to Assist School Administrators to Develop Strike Management Plans. American Association of School Administrators, 1975. $2.50.

Articles in Periodicals:

"Collective Bargaining — An Emerging Concern," by Wesley Apker. *Focus* (National Association of State Boards of Education), March 1976, pages 2, 10-11.

"Collective Bargaining Laws in Education," by Kenneth H. Ostrander. *National Association of Secondary School Principals Bulletin*, September 1975, pages 16-21.

"Negotiations: Past, Present, and Future," by Myron Lieberman. *School Management*, May 1973, pages 14-19.

"The People Want a Seat at the Bargaining Table," by Don Davies. *Compact*, February 1975, pages 5-6.

"Public Participation in Negotiations," by John H. Leddy. *National Association of Secondary School Principals Bulletin*, September 1975, pages 3-7.

"Seeking the Limits of Bargaining," by Tom James. *Compact*, June 1975, pages 13-16.

"When There's No State Law on Collective Bargaining," by Lucile Musmanno. *Compact*, February 1975, pages 17-21.

"Why Teachers Are Angry," by Albert Shanker. *The American School Board Journal*, January 1975, pages 23-26.

"Why Teachers Need a Federal Collective Bargaining Law." *Today's Education*, January-February 1976, pages 79-80.

*Glossary of Collective Bargaining Terms**

* *Collective bargaining* (also called *collective negotiations*): The process of negotiating an agreement or a series of agreements jointly between the school board and an employees' organization, with the written agreement signed by both parties constituting a *contract*.
* *Bargaining unit:* A group of employees organized as a single unit and having a single representative to the employer.
* *Bargaining agent:* The employee organization recognized as the exclusive representative of all employees in the negotiating unit for purposes of bargaining.
* *Dues checkoff* (dues deduction): The withholding of union dues from an employee's paycheck and transmitting the amount regularly to the organization. A union security measure.
* *Closed shop:* A school district where membership in the union is a condition of hiring and continued employment.
* *Grievance:* In the broad meaning, a written complaint from an employee against the employer. Often, a collective bargaining law restricts a grievance to be an alleged violation, misinterpretation, or misapplication of a negotiated agreement. Thus, the scope of grievances is frequently tied to the scope of bargainable topics.
* *Meet-and-confer* (also called *meet-and-discuss*): The process by which an employees' organization and the school board meet to consult on an issue or issues defined by law. Decisions made by the employer, while reduced to writing, are not instruments of contract and can be changed by the employer. Matters subject to the meet-and-confer process are invariably broader in scope than those subjected to collective bargaining and frequently encompass school policies and budget.
* *Impasse:* A deadlock in the negotiating process. Can occur during negotiating the initial contract or during contract renewal.
* *No-strike clause:* Provision in a state statute declaring strikes illegal, or a statement in a negotiated contract whereby the employee organization agrees not to strike.
* *Fact-finding:* The process of investigating, assembling, and reporting facts by an appointed committee, usually a third party, in an employment dispute. Functions of fact-finding and mediation are often merged.
* *Mediation* (also called *conciliation*): Efforts by the third party to effect a conciliation between the employer and employee organization over a dispute resulting from a grievance or during negotiation.
* *Arbitration:* Process of using an impartial third party for resolving an impasse. Can apply to grievances occurring under a negotiated contract or during negotiation for a new contract. Results are binding or advisory (nonbinding), depending upon state law or negotiated contract. Costs are usually shared by the two parties.
* *Injunction:* A court order directing action or restraining action by one or both of the parties involved in a dispute or a strike.
* *Public employee relations board:* A central commission, board, or office responsible for administering the collective bargaining law throughout the public employers, including schools, of the state. Principal functions usually include certification of bargaining unit's exclusive representative, providing fact-finders, mediators, and arbitrators.

* Excerpted from glossary prepared by the California School Boards Association.

*A Checklist for Parents on the Role of Collective Bargaining in Public Education**

What role can your PTA/PTSA unit play when your local school board and teachers begin to negotiate a contract?

The most important thing your unit can do is serve as an advocate for children. It can do this by:

- ☐ maintaining a checklist of commonly negotiated areas.
- ☐ reading the proposed contract between your local teachers' association and your local school board.
- ☐ analyzing each clause in the contract to determine its effect on children.
- ☐ asking your local school board and your local teachers' association: "What effect will this contract have on our children?"

The PTA does not advocate the inclusion or exclusion of certain clauses in the contract. Its members should ask, however, that each clause be analyzed to determine its effects on the needs of children.

Other questions a local unit should ask include:

- ☐ Are the implications of each clause in the contract understood?
- ☐ If a contract dispute should arise, might an arbitrator's interpretation of a clause have an adverse effect on the interests of children?

Obviously, the PTA — by watching over and by contributing wisely to the deliberations — can do a great deal to ensure that all such contracts clearly put the interests of children first.

Let us look for a moment at a "checklist" of items all parents should keep in mind when considering the quality of any contract being considered for approval.

Guidelines for Class Size

Does the contract allow:

- ☐ adequate student/teacher ratio for individual instruction?
- ☐ adjustments to meet unanticipated needs?
- ☐ educational innovations to be instituted?
- ☐ children with learning, behavior, or physical disabilities to be taught effectively?

Maintenance of Standards

Does the contract allow:

- ☐ new programs — or changes in scheduling and programs — to occur during the contract period?

Special Teacher/Staff Guidelines

Does the contract provide:

- ☐ educational specialists to meet the needs of all students?
- ☐ sufficient flexibility to utilize specialists on staff to best advantage?

Teacher Workday and Workload

Does the contract provide for:

- ☐ aid to students before and after classroom hours?
- ☐ teaching of split or double shifts?
- ☐ in-service training and orientation?
- ☐ attendance at evening meetings and student activities?
- ☐ preparation time for appropriate personnel?
- ☐ sufficient flexibility to allow for innovative approaches to teaching?
- ☐ a definition of professional duties?

Classroom Use

Does the contract allow:

- ☐ adequate classroom space?
- ☐ flexibility in use of school facilities for new programs and special activities?

Conference Time

Does the contract permit and encourage:

- ☐ reasonable periods of time for teachers and administrators to confer with parents and students — and, as necessary, among themselves?
- ☐ fair and open discussion in conferences while at the same time protecting the rights of individuals?

Extracurricular Activities

Does the contract provide:

- ☐ appropriate supervision of student participation in extracurricular activities (such as sports, drama, the school newspaper, music)?

Released Time for Teachers

Does the contract provide:

- ☐ time for leaves of absence for teachers who wish to improve their teaching skills?
- ☐ adequate classroom supervision by appropriate personnel in the absence of the regularly scheduled teacher?

When local school boards and local teachers' associations meet at the negotiating table, it is important that the impartial influence of the PTA be felt during the negotiations.

Important decisions are made at meetings like these. And the PTA must make certain that both parties keep in mind a most important question: "What effect will this contract have on our children?"

*Prepared for the National PTA by William M. Young & Associates, Oak Park, Illinois.

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